

GIBSON DUNN

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July 18, 2019

Marcia S. Adams
Executive Director

Paul Koch
Chief of Staff

David Avant
General Counsel

The South Carolina Department of Administration
1200 Senate Street, Suite 460
Columbia, SC 29201

Re: Representation of The South Carolina Department of Administration

Dear Marcia, Paul and David,

We are pleased to welcome The South Carolina Department of Administration (the “Department”) as a client of Gibson, Dunn & Crutcher LLP. This letter and the attached Terms of Retention set forth the terms of our engagement.

You are retaining us to provide legal services to the Department in connection with the Department’s legislatively mandated obligation pursuant to that Public Service Authority Joint Resolution (R113, HR4287) (the “Joint Resolution”) to deliver to the South Carolina General Assembly three recommendations, one for each of the following categories: (1) a potential acquirer of Santee Cooper, in whole or in part; (2) a company to potentially manage Santee Cooper as a continuing state-owned utility; and (3) a plan to be proposed by Santee Cooper for reforming and restructuring Santee Cooper as a continuing state-owned utility (collectively, the “Santee Cooper Matter”).

We will keep you informed of the progress of our work on your matter and respond to your inquiries. You acknowledge the need to provide us with accurate and complete information and the need to cooperate and keep us informed of any developments related to our representation of you. Unless otherwise agreed in writing, the terms of this letter and the

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attached Terms of Retention will also apply to any additional matters that we handle on behalf of the Department.

Fees and Billing

Generally, we will bill the Department for our services and reimbursable expenses on a monthly basis. Mark Director and I will be primarily responsible for this matter. Other attorneys and paralegals may also perform services during the course of this engagement. For more information, please refer to the section on Professional Fees in the Terms of Retention.

In light of the uncertainty arising from not knowing what the General Assembly may ultimately determine after it receives the Department's recommendations, we propose to defer ten percent (10%) of total amount of our fees incurred in working with the Department until the General Assembly makes a decision in response to the Department's recommendations.

If the General Assembly elects to proceed with a sale transaction, these deferred fees would become payable upon the closing of the applicable transaction. However, if the General Assembly elects to proceed with a third-party management transaction or to permit Santee Cooper to continue under its own management, the Firm would write off the deferred fees in their entirety due to the State not reaping the benefit of any additional sales proceeds, having to continue to service the Summer debt and having to pay a third-party manager.

In addition to this deferral, and as a further demonstration of our commitment to this project and our willingness to share some portion of the economic risk of this process with the Department, we are prepared to establish a hard fee cap of six million dollars (\$6,000,000), based on the scope of services outlined in our June 17, 2019 RFP Response to the Santee Cooper Legislation (the "Scope of Services"), such that any work in excess of that cap would not be billable by the Firm to the Department. The only fees not included in our estimate are (1) those of local regulatory counsel (which will be a function of which firm the Department elects to retain for South Carolina matters (our Firm will make recommendations to the Department regarding local regulatory counsel, but the decision of which local regulatory counsel to retain will be made by the Department in its sole discretion) and (2) in the unlikely event that any adversarial process (whether before an administrative body or in litigation or a similar dispute resolution process) arises in the context of the transaction, the work required to handle any such proceeding.

In the event the Firm is required to withdraw from representing the Department in connection with this matter and is subsequently re-engaged to continue working on this matter, the fee

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deferral and fee cap arrangements described in this letter will apply as though there was no break in the representation, provided that such re-engagement is within a reasonable time after such withdrawal, and subject to any applicable ethical or legal limitations.

We will not charge the Department for certain ancillary services, such as word processing and standard secretarial time. We will invoice you for the cost of other services incurred on your behalf. Please refer to the section on Costs and Ancillary Services in the Terms of Retention for additional information. The fee caps outlined above do not apply to any such costs and ancillary services that we incur on your behalf in connection with the Santee Cooper Matter; those caps apply only to our fees for professional services rendered.

To the extent all or part of our fees and expenses may be covered by insurance or payments from other third parties, you agree to pay our invoices directly within the 30-day period described in Section 4 of the attached Terms of Retention. If requested, we will work with you to obtain reimbursement from insurers or other third parties provided we do not have a conflict in doing so. You also agree to bring all outstanding invoices current prior to October 31 (the end of our statistical year) and December 31 (the end of our fiscal year).

Waiver of Prospective Conflicts on Unrelated Matters

We represent many other clients including those disclosed to the Department in Sections E. and H. of the Firm's June 17, 2019 RFP Response to the Santee Cooper Legislation (which Sections E and H, for purposes of this section on "Waiver of Prospective Conflicts on Unrelated Matters," are incorporated herein by reference). It is possible that during or after the time we represent the Department, other present or future clients will ask us to represent them in disputes or transactions with or involving the Department (which includes any related persons or entities) as to legal matters not substantially related to our representation of the Department. It is also possible that other future or present clients will ask us to take a position on their behalf on a legal or policy issue in matters not substantially related to our representation of the Department that is inconsistent with, or contrary to, a position advocated by the Department, or that the Department may perceive as being directly or indirectly adverse to its interests. In such situations, the Firm could be tempted to balance the interests between its clients rather than vigorously assert a single client's interest on an issue. We do not believe, however, that our simultaneous representation of you in the present matter, and our representation of another client in any such substantially unrelated matter adverse to you will compromise our ability to adequately represent you.

We wish to clarify our mutual understanding with the Department as to the extent to which our present representation both will affect, and will not affect, our ability to represent other existing or future clients in other legal matters, whether or not the Department (including

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related persons or entities) is adverse or otherwise involved in those matters. As a condition of our undertaking this matter, the Department agrees that:

- we can continue to represent, or can in the future represent, existing or new clients in any matter, including litigation or other adversarial proceedings (which includes bankruptcy or insolvency proceedings, including instances where the Department is a creditor or equity holder in such a proceeding) (“Other Matters”), so long as the Other Matters are not substantially related to our work for the Department in the Santee Cooper Matter, even if those other clients’ interests are adverse to the Department’ interests in the Other Matters;
- we can continue to take legal and policy positions on behalf of existing clients or future clients on matters substantially unrelated to our representation of the Department that may be inconsistent with, or contrary to, the position advocated by the Department or that the Department may perceive as being adverse to the interests of the Department (“Other Issues”);
- we might obtain confidential information of interest to the Department in these Other Matters or relating to the Other Issues that we cannot share with the Department; likewise, we cannot share the Department’s confidential information with our existing or future clients in these Other Matters or use the Department’s confidential information in work relating to Other Issues;
- the Department waives any conflict of interest that might arise from the Firm’s engagement in the Other Matters or with respect to the Other Issues, and will not seek to disqualify the Firm or any of the Firm’s lawyers in, or assert a conflict with respect to, the Firm’s engagement in the Other Matters or Other Issues; and
- in situations where the Firm’s engagement in Other Matters or Other Issues may present a potential conflict of interest, the Firm will implement appropriate ethical walls among Firm attorneys (and staff) and will timely implement adequate procedures in order to protect the Department’s confidential information that the Firm receives, or has access to, in conjunction with its representation of the Department in the Santee Cooper matter.

If for any reason, the Department’s consent and waiver of potential conflicts is not effective in the circumstances, the Department consents to our resignation from our representation of the Department, and agrees to support a motion, if filed by the Firm, to withdraw from our representation of the Department if resignation at that time is otherwise permissible under

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applicable professional rules. In that case, the Department would need to engage, at the Department' expense, separate counsel to represent the Department' interests.

Of course, without the Department's further prior written consent, we cannot and will not represent another client in a matter adverse to the Department if we have obtained confidential information of a nonpublic nature from the Department, as a result of our representation of the Department, that, if known to the other client, could be used in the Other Matters by the other client to the Department's material disadvantage unless we have imposed in advance of that subsequent engagement an ethical screen that assures the preservation of the Department's confidences.

Confirmation of Agreement

You should review and familiarize yourself with the attached Terms of Retention, which are incorporated into this engagement letter agreement. If this letter and the Terms of Retention accurately reflect your understanding of our agreement, please acknowledge your approval and acceptance of these terms by signing and returning to me the enclosed copy of this letter. I would be pleased to answer any questions you might have.

On behalf of Gibson, Dunn & Crutcher LLP, I look forward to continuing our mutually rewarding relationship.

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Sincerely,

GIBSON, DUNN & CRUTCHER LLP



Gerald P. Farano

Agreed to this 18 day of July, 2019.

The South Carolina Department of Administration

By: Marcia S. Adams
Marcia S. Adams
Executive Director

GPF/gpf

**TERMS OF RETENTION
OF
GIBSON, DUNN & CRUTCHER LLP**

Except as modified in writing, the following provisions will apply to the relationship between Gibson, Dunn & Crutcher LLP (the "Firm" or "we") and the client ("you"), as identified in the accompanying letter agreement:

1. **Professional Fees.** Unless otherwise agreed in writing, we will charge for our legal services based on the amount of time devoted to the matter at the hourly rates for the particular professionals involved. The hourly rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved, and we adjust these rates from time to time. Unless otherwise agreed in writing, we will charge you for their services at their assigned rates.

2. **Costs and Ancillary Services.** The Firm will invoice you for the cost of certain ancillary services incurred on your behalf. Generally, we will not charge you for certain services, such as word processing and regular secretarial time. Whenever practicable, discounts obtained from vendors will be passed on to you. Under certain circumstances, we may ask you to advance anticipated costs or to pay outside vendors directly for their services. The primary ancillary services and our specific policies regarding billing are set forth below. Other services may be rendered during the course of our engagement, and will also be billed to you. Our charges for these costs and ancillary services are subject to change from time to time.

2.1 **Word Processing.** Most of the Firm's offices have advanced word processing capabilities and our offices are linked by a network which facilitates efficiency and service to clients. The Firm does not charge for equipment usage or word processing time.

2.2 **Secretarial Time.** The Firm will not charge you for regular secretarial time. We bill for secretarial overtime services only if your specific demands require late night work or in other unusual circumstances (typically a large case or transaction with dedicated secretaries). The standard fee for overtime secretarial services is \$40 per hour. We will advise the Department in advance of any overtime secretarial services to be provided.

2.3 **Duplicating/Copying.** The Firm has a substantial investment in duplicating equipment which is located not only in our service centers but also at several locations on each floor to provide quick turn-around when needed. In-house copying is billed to the client at a flat rate of \$.10 per page. If you instruct us to do so, we will use outside copying services to the extent possible. Outside duplicating services are charged to the client at the Firm's actual cost with no mark-up.

2.4 **Telephone.** The Firm will not charge you for local telephone service. Long distance calls are charged at a fixed rate per minute equal to the allocated actual cost as revised from time-to-time.

2.5 **Telecopy.** The Firm provides in-house FAX services at numerous locations for convenience and confidentiality in serving clients. There is no charge for incoming FAX documents. Charges for outgoing documents are strictly limited to the associated long distance telephone charges. There is not a per page charge.

2.6 **Legal Research.** Computerized research (such as Lexis and Westlaw) is available at the attorney's desk or in a central library location. Certain vendors bill the Firm based on an annual flat rate. The Firm will not bill you for our computerized legal research charges associated with such services as Lexis and Westlaw.

2.7 **Overnight And Local Deliveries.** We will charge you for overnight deliveries and local deliveries by outside messenger services at the Firm's actual cost. We will pass on negotiated discounts to you.

2.8 **Postage.** The Firm will not charge you for postage, except for large volume mailings, which are billed at the Firm's actual cost.

2.9 **File Storage.** The Firm will not charge you for file storage except in extraordinary circumstances and only after consultation with you and your agreement. The Firm may, at its own discretion, choose to store files electronically rather than hardcopy.

2.10 **Office Supplies.** We will not charge you for routine quantities of office supplies. You may incur a charge, equal to the Firm's actual cost, for substantial and unusual orders of office supplies required for a particular matter.

2.11 **Travel and Subsistence.** Our attorneys are instructed to incur transportation, lodging, meal and other travel costs at reasonable rates. The Firm instructs its attorneys to comply with the policies of individual clients regarding airline usage and to obtain the lowest fare available consistent with those policies. We will bill you for all travel costs at the Firm's actual cost, including passing along the direct discount offered by airline carriers. From time to time additional travel benefits from certain carriers based on volume are received by the Firm; all such benefits are generally retained by the Firm.

As required by South Carolina state law, the Department of Administration's consultants must follow the same rules for travel and reimbursement that are applicable to state employees. (Applicable travel rules and reimbursement requirements are set forth in the "State of South Carolina Statewide Disbursement Regulations", which are posted on the state Comptroller General's website, <https://cq.sc.gov>.) The Firm's attorneys will adhere to the following conditions when seeking reimbursement from the Department for any travel and subsistence expenses: for lodging, upon presentation of a paid receipt, reimbursement shall be allowed for actual expenses incurred for lodging, not to exceed the current maximum lodging rates, excluding taxes, established by the U.S. General Services Administration; for meals, reimbursement shall be allowed for the actual expenses incurred in the obtaining of meals except that such costs shall not exceed \$35 per day; for travel by commercial airlines, reimbursement shall be allowed only for coach or tourist class tickets, except where exigencies require otherwise.

2.12 **Employee Transportation.** Under certain circumstances, the Firm provides transportation for its employees, especially when public transportation is not available or safe. In those situations where the Firm provides transportation to or from the office for an employee as part of that particular employee's regular schedule, such costs will not be billed to you. In those situations where employees are working overtime for you because of the time demands of a particular matter, the actual transportation costs may be billed at the discretion of the billing attorney.

2.13 **Storage Fees.** The Firm charges a small monthly fee for storing images (tiff files) of discovery documents which are typically linked to databases. The current cost is \$.003/file for the first 500,000 files and \$.001/file thereafter.

2.14 **Other Costs and Third Party Vendors.** Other costs that we incur for your benefit (such as expert witness fees, filing fees, etc.) will be billed at the Firm's actual cost. In addition, the services provided to you may involve services provided by third parties outside the Firm. You will be required to pay for these outside services directly, or to reimburse us if we make payment for these services on your behalf. When there are substantial expenditures involving outside vendors or substantial out of pocket expenditures, we will require either that you pay those sums to us before we expend them or that you directly contract with and pay the outside vendor. When you directly contract with an outside vendor, you agree that you will be responsible for paying the outside vendor for services rendered in connection with the Firm's representation of you.

3. **Estimates Not Binding.** It is often impractical to determine in advance the amount of effort that will be needed to complete all the necessary work on a matter or the total amount of fees and costs which may be incurred. Obviously, any estimates or budgets may need to be adjusted upwards or downwards as changes occur. Moreover, these estimates and budgets are not intended to be binding; are subject to unforeseen circumstances, and by their nature are inexact. (Notwithstanding the foregoing, the hard fee caps set forth in the engagement letter are binding.)

4. **Billing and Payment.** Fees and expenses will generally be billed monthly and are payable upon presentation, but in no event to exceed 30 days from presentation of our statement. We expect prompt payment, and our experience indicates that prompt billing and prompt payment enhances the working relationship. We reserve the right to postpone or defer providing additional services or to discontinue our representation, to the extent legally permissible, if billed amounts are not paid when due. We also reserve the right to charge a late fee of 1% per month on all sums that are not paid within 30 days of presentation of our statement. You also agree that you will promptly review our statements and raise any questions regarding the amounts and items billed within 30 days of presentation. If you object to only a portion of the charges on a statement, then you agree to pay the remainder of the charges, which will not constitute a waiver of your objection. While you may have insurance available to pay some or all of the fees and expenses incurred in connection with this engagement, you will remain responsible for the timely payment of the entirety of the bill if there is a shortfall between the total amount incurred and the amount paid, if any, from insurance proceeds.

5. **Advance Payments.** The Firm may have required an advance payment before working on this matter. Unless otherwise agreed, all advance payments shall be deemed to be advances for attorneys' fees and shall not constitute advances for costs and expenses. Where permitted, the Firm will maintain such advance fee payments in a general account. The amount of this advance payment does not represent our estimate of the total charges which may be incurred, but is only a partial advance payment. Of course, the amount of work which we are called upon to perform may subsequently exceed our prior expectations. The Firm reserves its right, as a condition to the provision of further services, to require an advance payment if none has previously been provided and/or an increase in any advance payment. Any charge for services or expenditures not covered by the advance payment is due and payable directly by you upon receipt of each monthly statement. At the conclusion of our representation, any portion of any advance payment which has not been used up by services rendered or payment to third parties made or incurred will be refunded to you.

With respect to litigation matters, such matters may proceed to trial or hearing. Preparing for and conducting the trial or hearing is often time consuming and expensive. Thus, if the matter appears headed for trial, we may require an additional advance payment prior to our commencement of preparation for the trial or hearing. The amount of the advance payment will be determined once the trial or hearing appears likely and as soon as possible prior to the date the matter is set for trial or hearing, based upon an estimate of the magnitude of service and expenditures included. If you fail to provide this additional advance payment within 15 days after it is requested by us, you agree that we have the right to discontinue our representation to the extent legally permissible.

6. **Termination of Representation.**

6.1 **Termination By You.** You have the right to terminate our services at any time. If you decide to terminate our services, you agree to give us prompt written notice of such termination. Upon our termination, you will remain obligated to pay for all services rendered and costs or expenses paid or incurred on your behalf prior to the date of such termination or which are reasonably necessary thereafter. If we are attorneys of record in any proceeding, you agree to execute and return to us a Substitution of Attorney promptly upon receipt from us.

6.2 **Termination By Us.** We also have the right to withdraw from this representation if, among other things, you fail to honor the terms of our engagement letter and these Terms of Retention, you fail to make payment of any of our statements in a timely manner, you fail to cooperate on a material matter, or any fact or circumstance occurs that would render our continuing representation unlawful or

unethical, and we determine that we are permitted to withdraw our representation. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further services, including the execution of any documents necessary to complete our withdrawal. Notwithstanding such termination, you will remain obligated to pay us for all services provided and to reimburse us for all costs and expenses paid or incurred on your behalf.

6.3. Date of Termination. Our representation of you will be considered terminated at the earlier of (a) your termination of our representation, (b) our withdrawal from our representation of you or (c) the substantial completion of our work for you. In the event there has been no work performed by our attorneys on your behalf for a period of twelve (12) consecutive months, we agree that our attorney-client relationship will have been terminated.

6.4. Duties Upon Termination. Upon termination of our involvement in a particular matter for which we were engaged, we will have no duty to inform you of future developments or changes in law which may be relevant to such matter. Further, unless you and the Firm agree in writing to the contrary, we will have no obligation to monitor renewal or notice duties or similar deadlines which may arise from the matters for which we had been engaged. If your matter involves obtaining a judgment and such judgment is obtained, we will only be responsible for those post-judgment services (such as recording abstracts, filing judgment liens, and calendaring renewals of judgments) as are expressly agreed to by you and the Firm in writing, and for which you will be obliged to pay.

7. [Reserved].

8. Waiver of Potential Conflicts Between You and the Firm. The occasion might arise for us to consult with our own counsel – our General Counsel or other firm lawyers working with our General Counsel or with our own outside counsel – regarding our engagement for you. This will be done at our expense, of course. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between the Firm and the Department as to such consultation or resulting communications, particularly if a dispute were to arise between the Firm and the Department regarding the Santee Cooper Matter. A condition of this engagement is that, in such circumstances, the Department hereby consents to such consultation occurring, and waives any claim of conflict of interest based on such consultation or resulting communications and agrees that such communications are protected by our own attorney-client privilege from disclosure to anyone, including the Department.

9. Identity of the Client. The Firm's client for purposes of this engagement is only the person(s), entity or entities identified in the accompanying letter agreement. Unless expressly agreed, we are not undertaking the representation of any related or affiliated person or entity, nor any family member, parent corporation or entity, subsidiary, or affiliated corporation or entity, nor any of your or their officers, directors, agents, partners or employees (collectively, "Related Entities"). We generally will not be precluded from representing other existing clients or future clients in legal matters relating or adverse to the Related Entities or any of them.

10. Market Abuse Directive. Companies with securities admitted to trading on a regulated market for the purposes of the European Union's Market Abuse Directive 2003/6/EC ("the Directive"), and the legislation implementing the Directive in the relevant EU member states, and persons acting on behalf of such Companies are required to prepare and maintain a list of those persons working for the Company who have access to certain inside information (whether on a regular or occasional basis) relating directly or indirectly to you ("Your Inside Information"). In this connection, you agree to notify the Firm in writing if you are subject to the Directive. Upon receipt of such written notice, we will draw up and maintain a list of those persons working for Gibson, Dunn & Crutcher LLP who have access to Your Inside Information (the "List"). If you have any questions relating to the List or related issues, please contact the Partner who signed this Engagement Letter.

11. Insurance Matters. You should consider whether you have insurance coverage for any of the claims or liabilities arising out of the Santee Cooper or for related fees and expenses incurred. You have not retained us to provide advice about or represent you or any of your agents or affiliates

concerning any such insurance coverage or notice of claims. Our work for a number of insurance companies might raise actual or potential conflicts of interest, or "issue" conflicts, for us were we to address insurance coverage matters for you. Accordingly, we may not be able to provide advice or representation to you with respect to the issue of actual or potential claims for insurance coverage for liability or losses arising out of or related to the Santee Cooper Matter (whether arising at the outset or during the course of the Santee Cooper Matter) that you or any of your agents or affiliates may be entitled to assert under policies issued to any of these entities or other parties in interest. You should be aware that strategic decisions with respect to the Santee Cooper Matter may affect insurance and coverage, and that coverage concerns may impact strategy, particularly in adversarial proceedings.

We recommend that you consult with other counsel concerning such matters, including any possible or actual claims or disputes against or with any insurer or other parties who may have applicable insurance. We are not undertaking to represent you in these insurance-related matters without a further express agreement to that effect in writing, after appropriate consideration of any potential conflict of interest issues.

12. Conflicts of Interest. To assist in avoiding representation of parties with conflicts of interest, we maintain a computerized conflict of interest index. The Firm will not represent any party with an interest that may be adverse to that of a person or entity included in the index without an examination to determine whether a conflict of interest would actually be created. To allow us to conduct a conflicts check, you represent that you have identified for us all persons and entities that are or may become involved in this matter, including all persons and entities that are affiliated with you and the other involved or potentially involved parties (such as parent corporations, subsidiaries and other affiliates, officers, directors and principals). You also agree that you will promptly notify us if you become aware of any other persons or entities that are or may become involved in this matter.

13. Consent to Electronic Communications. In order to maximize our efficiency, we intend to use state of the art communication devices to the fullest extent possible (e.g., e-mail, document transfer by computer, cellular telephones, facsimile transfers and such other devices which may develop in the future). The use of such devices under current technology may place your confidences and privileges at risk. However, we believe the efficiencies involved in the use of these devices outweigh the risk of accidental disclosure. By agreeing to these terms you consent to the use of these electronic communication devices.

14. Related Proceedings and Activities. If we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, you agree to pay us for any reasonably incurred resulting costs, including for our time, calculated at the hourly rate for the particular individuals involved, even if our representation of you has ended.

15. Limitations on Liability.

15.1 General Limitation on Liability. You agree that the Firm shall not have any liability to you in connection with our representation of you except for liability for losses, claims, damages, liabilities or expenses incurred by you that result from our professional malpractice, gross negligence or willful misconduct.

15.2 Limited Liability Partnership. Gibson, Dunn & Crutcher LLP is a limited liability partnership. As a result, with certain possible limited exceptions, none of which may be applicable, the partners of the Firm are not liable or accountable, directly or indirectly, including by way of indemnification, contribution, assessment, or otherwise, for debts, obligations, or liabilities of or chargeable to the Firm or another partner in the Firm, whether arising in tort, contract, or otherwise, that are incurred, created, or assumed by the Firm, by reason of being a partner or acting in the conduct of the business or activities of the Firm.

15.3 Additional Rights. The provisions of this Section 15 are in addition to any rights that we may have at common law or otherwise, including but not limited to any right of contribution.

16. No Guarantee of Outcome. We do not and cannot guarantee the outcome in any matter. Our comments about the outcome of your matter are expressions of opinion only.

17. Document Retention and Destruction. In the course of our representation of you, we are likely to come into possession of copies or originals of documents or other materials belonging to you or others (collectively, "materials"). Once the particular matter to which those materials relate has been concluded, we will make arrangements either to return the documents to you, retain them in our storage facilities or to dispose of the materials. In the absence of any other arrangements made with you, the Firm's records retention policy provides that upon the expiration of five years after a matter has been closed, all materials in the file may be destroyed or discarded without notice to you. Accordingly, if there are any documents or other materials you wish to have retrieved from your file at the conclusion of a matter, it will be necessary for you to advise us of that request to insure that they are not destroyed.

The Firm's files pertaining to the matter will not be delivered to you. You agree that the Firm's files include, for example, Firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records, as well as internal lawyers work product (such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports and mental impressions prepared by us for our internal use). You agree that the Firm's files remain our property and for various reasons, including the minimization of unnecessary storage expenses, or for no reason, we may destroy or otherwise dispose of the Firm's files within a reasonable time after the conclusion of the matter.

18. Application to Subsequent Matters. The agreement reflected in these Terms of Retention, and in the accompanying letter, applies to our present representation of you and to any subsequent matters which we agree to undertake on your behalf, unless we agree in writing to some different arrangement.

19. Use of the Firm's Name. You agree that you will not use the Firm's name for purposes of any marketing or publicity. Specifically, you agree that without prior express written consent from the Firm, you will not use the Firm's name in any press release, notice, website or any other marketing material.

20. Entire Agreement. These Terms of Retention and the accompanying letter agreement supersede all other prior and contemporaneous written and oral agreements and understandings between us and contain the entire agreement between the parties. This agreement may be modified only by subsequent written agreement of the parties. You acknowledge that no promises have been made to you other than those stated in this agreement.

21. Applicable Law. This agreement shall be governed by the internal law, and not the law pertaining to choice or conflict of laws, of the State of South Carolina.

22. Compliance With Section 307 of the Rules of the Securities and Exchange Commission. The Firm has adopted policies relating to compliance with the rules adopted pursuant to the Sarbanes-Oxley Act, and will provide a copy of these policies to you upon request.

23. Severability. If any section or portion of these terms is determined by any court or arbitrator to be illegal or invalid, the validity of the remaining terms shall not be affected therein and said illegal or invalid term shall be deemed not to be a part of this Agreement.